

Exhibit A

Via Group Partners, LLC, Confidentiality and Non-Disclosure Agreement

It is understood and agreed to that the Discloser, **Via Group Partners, LLC**, a limited liability company organized under the laws of the State of Utah, with its principal place of business located at 2323 Foothill Drive, Suite 200, Salt Lake City, Utah, and the Recipient, Christine Baranowski, with its principal place of business located at Portland, Oregon, (collectively, "the parties"), would like to exchange certain information that may be considered confidential. To ensure the protection of such information belonging to Via Group Partners, LLC, and in consideration for the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:
 - Technical, creative, and business information relating to Discloser's proprietary ideas, authorship, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. The "Confidential Information" Recipient is specifically obligated to protect under this Agreement includes all proprietary creative and intellectual property that belongs to Discloser related to the project known as "Via Group Partners."
3. In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.
4. Recipient shall use the Confidential Information only for the purpose of interviewing for a potential business relationship as a vendor or service provider for Discloser and/or for evaluating a potential business relationship with Discloser.
5. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees *having a need to know* and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser.
6. This Agreement imposes no obligation upon Recipient with respect to any

7. Discloser warrants that he/she has the right to make the disclosures under this Agreement.

8. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 3. No license or conveyance of any intellectual property rights is granted or implied by this Agreement.

9. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

10. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

11. If there is a breach or threatened breach of any provision of this Agreement by Recipient, Recipient acknowledges that breach or threatened breach of the Agreement will cause irreparable damage to Via Group Partners, LLC, that cannot be addressed solely by the recovery of monetary damages and, thus, hereby agrees that Via Group Partners, LLC, shall be entitled to seek preliminary, temporary and permanent injunctive relief without the necessity of posting a bond under this Agreement and without waiving such other further relief as may be required to address the damages occasioned by said breach. No specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

12. Upon termination or expiration of the Agreement, Recipient shall promptly return all documents and other tangible materials representing the Discloser's Confidential Information and all copies thereof. No copies may be retained without the express written consent of Discloser.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of laws or principles. Venue shall be in the United States District Court, Salt Lake City Division, Salt Lake City, Utah (Federal Court system) or the Circuit Court in Salt Lake City County, Salt Lake City, Utah (State Court system).

15. This Agreement is the entire agreement between the parties regarding the subject hereof, and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may not be assigned and may only be amended by a writing signed by authorized representatives of both parties. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remainder of this Agreement will continue in full force and effect.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information Number One:

Name (Print or Type): Christine Baranowski

Company:	N/A
Title:	N/A

Address: 1973 Cheryl Ct

Signature:

Date: 2/26/2021

**Discloser of Confidential Information Number One: Via Group Partners,
LLC**

Name (Print or Type): Barry

Raymond

Company: Via Group Partners, LLC

Title CEO

Address: 2323 Foothill Drive, Suite 200

City, State & Zip: Salt Lake City, UT 84109

Signature: _____ Date: _____

08/13/2020

49 log 0 5721